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# Mason’s Back Country Outfitters

# 16220 Hwy 316, Country Harbour, NS, Canada, B0H1J0

**WAIVER AND RELEASE AGREEMENT**

 *Please read carefully before signing. This is a release of liability and waiver of certain legal rights.*

In consideration for my being permitted to participate in the activities of **Mason’s Back Country Outfitters (MBCO)** I agree to the following Waiver and Release:

I acknowledge that **Black Bear Hunting** and **other activities** on and off the property (hereafter called **Hunting**) have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms, bows, arrows, broadheads, knives, crossbows and bolts, other hunting weapons and implements and being near others that have firearms etc., in their possession;
2. The risk of injury from ammunition and shot from other guns, bows and crossbows;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from the use of tree stands including but not limited to falls from heights (harnesses will be provided by MBCO, I hereby waive any and all liability from MBCO in the event of a fall)
6. Travelling to and from hunting locations via ATV,UTV, watercraft, and/or vehicle.
7. Working with sharp objects including knives.

I understand the risks, hazards, and dangers of hunting and have had the opportunity to discuss them with **MBCO**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **MBCO** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Further, I hereby give my permission in perpetuity for any photographs or video that is my copyright and that records my hunt, as well as my likeness, image, voice, to be used in publicity materials, printed and electronic for the benefit of MBCO without fee or expectation of reward.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS MBCO, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of **MBCO** or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **Hunting**

**.**

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date Signature

Print Name

Mailing Address

City State Zip

Phone Number

If less than eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

# INDEMNIFICATION

In consideration for the above minor being permitted by **Mason’s Back Country Outfitters (MBCO)** to participate in the activities of **Black Bear Hunting** and **other activities** on and off the property (hereafter called **Hunting**) which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **MBCO**, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of **Hunting** and his or her use of the property, animals, if any, and facilities of **MBCO**. I, for myself and on behalf of said minor, further agree not to sue **MBCO** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of **Hunting**.

Date Signature of Parent, Guardian or Custodian of Minor

Print Name of Minor

Date Witness